

**APPENDIX  
PERFORMANCE MEASUREMENTS  
AND REMEDY PLAN**

**MICHIGAN**

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## APPENDIX PERFORMANCE MEASUREMENTS AND REMEDY PLAN

### 1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company (**AM-MI**), Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission ("MPSC") Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AM-MI** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant federal or state laws, FCC and state commission decisions/regulations, tariffs, and the Interconnection Agreement to which this Appendix is attached.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AM-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that

such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

## **2. REMEDY PLAN**

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **AM-MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule. The Remedy Plan and Schedule will be posted on SBC/Ameritech's Internet website. **AM-MI** agrees to post the Business Rules on SBC/Ameritech's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the six-month review Collaborative Process, and the parties agree to incorporate into this agreement by reference such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. Such changes shall supercede and supplant all performance measurements, Remedy Plan and Business Rules previously agreed to by the parties. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party disputing such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties mutually agree to abide by the then current performance measures, Remedy Plan and Business Rules. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order.
- 2.3 Any payment by **AM-MI** pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.
- 2.4 The Remedy Plan incorporated into this agreement will survive and continue until a subsequent interconnection agreement containing performance measures, remedy plan and business rules becomes effective.

## **3. MICHIGAN PERFORMANCE MEASUREMENTS**

3.1 The performance measurements listed in Table 3.1 below apply to **AM-MI**.

Table 3.1

<b>1.1. Measurement:</b>
Average Response Time for Manual Loop Make-Up Information
<b>1.2 Measurement:</b>
Accuracy of Actual Loop Makeup Information Provided for DSL Orders
<b>2. Measurement</b>
Percent Responses Received within “X” seconds – OSS Interfaces
<b>4. Measurement</b>
OSS Interface Availability
<b>5. Measurement:</b>
Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours
<b>5.2 Measurement:</b>
Percentage of Unsolicited FOCs by Reason Code
<b>6. Measurement:</b>
Average Time To Return FOC
<b>7. Measurement:</b>
Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems
<b>7.1 Measurement:</b>
Percent Mechanized Completions Returned Within One Day Of Work Completion
<b>8. Measurement:</b>
Average Time to Return Mechanized Completions
<b>9. Measurement:</b>
Percent Rejects
<b>10. Measurement:</b>
Percent Mechanized Rejects Returned Within One Hour of Receipt of Reject in MOR
<b>10.1 Measurement:</b>
Percent Mechanized Rejects Returned within One Hour of Receipt of Order
<b>10.2 Measurement:</b>
Percent Manual Rejects Received Electronically and Returned Within Five Hours
<b>10.3 Measurement:</b>
Percent Manual Rejects Received Manually and Returned Within Five Hours
<b>10.4 Measurement:</b>
Percentage of Orders Given Jeopardy Notices
<b>11. Measurement:</b>
Mean Time to Return Mechanized Rejects
<b>11.1 Measurement:</b>

Mean Time to Return Manual Rejects that are Received via an Electronic Interface
<b>11.2 Measurement:</b>
Mean Time to Return Manual Rejects that are Received thru the Manual Process
<b>12. Measurement:</b>
Mechanized Provisioning Accuracy
<b>13. Measurement:</b>
Order Process Percent Flow Through
<b>13.1 Measurement:</b>
Total Order Process Percent Flow Through
<b>14. Measurement:</b>
Billing Accuracy
<b>15. Measurement:</b>
Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT
<b>16. Measurement:</b>
Percent of Usage Records Transmitted Correctly
<b>17. Measurement:</b>
Billing Completeness
<b>18. Measurement:</b>
Billing Timeliness (Wholesale Bill)
<b>19. Measurement:</b>
Daily Usage Feed Timeliness
<b>20. Measurement:</b>
Unbillable Usage
<b>21.1 Measurement:</b>
Average Time Placed on Hold at LSC
<b>22. Measurement:</b>
Local Service Center (LSC) Grade Of Service (GOS)
<b>24.1 Measurement:</b>
Average Time Placed on Hold at LOC
<b>25. Measurement:</b>
Local Operations Center (LOC) Grade Of Service (GOS)
<b>27. Measurement:</b>
Mean Installation Interval
<b>28. Measurement:</b>
Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date
<b>29. Measurement:</b>
Percent Ameritech Caused Missed Due Dates
<b>30. Measurement:</b>
Percent Ameritech Missed Due Dates Due To Lack Of Facilities
<b>31. Measurement:</b>
Average Delay Days For Missed Due Dates Due To Lack Of Facilities
<b>32. Measurement:</b>

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Average Delay Days For Ameritech Caused Missed Due Dates
<b>33. Measurement:</b>
Percent Ameritech Caused Missed Due Dates > 30 days
<b>35. Measurement:</b>
Percent Trouble Reports Within 30 Days (I-30) of Installation
<b>37. Measurement:</b>
Trouble Report Rate
<b>37.1 Measurement</b>
Trouble Report Rate Net of Installation and Repeat Reports
<b>38. Measurement:</b>
Percent Missed Repair Commitments
<b>39. Measurement:</b>
Receipt To Clear Duration
<b>40. Measurement:</b>
Percent Out Of Service (OOS) < 24 Hours
<b>41. Measurement:</b>
Percent Repeat Reports
<b>42. Measurement:</b>
Percent No Access (Percent of Trouble Reports with No Access)
<b>43. Measurement:</b>
Average Installation Interval
<b>44. Measurement:</b>
Percent Specials Installations Completed Within Customer Requested Due Date
<b>45. Measurement:</b>
Percent Ameritech Caused Missed Due Dates
<b>46. Measurement:</b>
Percent Trouble Reports Within 30 Days (I-30) of Installation
<b>47. Measurement:</b>
Percent Ameritech Missed Due Dates Due To Lack Of Facilities
<b>48. Measurement:</b>
Average Delay Days for Missed Due Dates Due to Lack Of Facilities
<b>49. Measurement:</b>
Average Delay Days For Ameritech Caused Missed Due Dates
<b>50. Measurement:</b>
Percent Ameritech Caused Missed Due Dates > 30 days
<b>52. Measurement:</b>
Mean Time To Restore
<b>53. Measurement:</b>
Percent Repeat Reports
<b>54. Measurement:</b>
Failure Frequency

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<b>54. 1. Measurement:</b>
Trouble Report Rate net of Installation and repeat Reports
<b>55. Measurement:</b>
Average Installation Interval
<b>55.1. Measurement:</b>
Average Installation Interval – DSL
<b>55.2 Measurement:</b>
Average Installation Interval for Loop With LNP
<b>55.3 Measurement:</b>
Percent xDSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.
<b>56. Measurement:</b>
Percent Installations Completed Within Customer Requested Due Date
<b>56. 1 Measurement</b>
Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP
<b>58. Measurement:</b>
Percent Ameritech Caused Missed Due Dates
<b>59. Measurement:</b>
Percent Trouble Reports Within 30 Days (I-30) of Installation
<b>60. Measurement:</b>
Percent Ameritech Missed Due Dates Due To Lack Of Facilities
<b>61. Measurement:</b>
Average Delay Days for Missed Due Dates Due To Lack Of Facilities
<b>62. Measurement:</b>
Average Delay Days For Ameritech Caused Missed Due Dates
<b>63. Measurement:</b>
Percent Ameritech Caused Missed Due Dates > 30 days
<b>65. Measurement:</b>
Trouble Report Rate
<b>65.1 Measurement</b>
Trouble Report Rate net of installation and repeat reports
<b>66. Measurement:</b>
Percent Missed Repair Commitments
<b>67. Measurement:</b>
Mean Time To Restore
<b>68. Measurement:</b>
Percent Out Of Service (OOS) < “24” Hours
<b>69. Measurement:</b>
Percent Repeat Reports
<b>70. Measurement:</b>
Percentage of Trunk Blockage (Call Blockage)



<b>70.1 Measurement</b>
Trunk Blockage Exclusions
<b>70.2 Measurement:</b>
Percentage of Trunk Blockage (Trunk Groups)
<b>71. Measurement:</b>
Common Transport Trunk Group Blockage
<b>73. Measurement:</b>
Percentage Missed Due Dates – Interconnection Trunks
<b>74. Measurement:</b>
Average Delay Days For Missed Due Dates – Interconnection Trunks
<b>75. Measurement:</b>
Percentage Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks
<b>76. Measurement:</b>
Average Trunk Restoration Interval – Interconnection Trunks
<b>77. Measurement:</b>
Average Trunk Restoration Interval for Service Affecting Trunk Groups
<b>78. Measurement:</b>
Average Interconnection Trunk Installation Interval
<b>79. Measurement:</b>
Directory Assistance Grade Of Service
<b>80. Measurement:</b>
Directory Assistance Average Speed Of Answer
<b>81. Measurement:</b>
Operator Services Grade Of Service
<b>82. Measurement:</b>
Operator Services Speed Of Answer
<b>83. Measurement:</b>
Percentage of Calls Abandoned
<b>91. Measurement:</b>
Percentage of LNP Only Due Dates within Industry Guidelines
<b>92. Measurement:</b>
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer
<b>93. Measurement:</b>
Percentage of Customer Accounts Restructured by the LNP Due Date
<b>95. Measurement:</b>
Average Response Time for Non-Mechanized Rejects Returned With Complete and Accurate Codes
<b>96. Measurement:</b>
Percentage Pre-mature Disconnects for LNP Orders
<b>97. Measurement:</b>

Percentage of Time Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date
<b>98. Measurement:</b>
Percentage Trouble LNP (I-Reports) in 30 Days of Installation
<b>99. Measurement:</b>
Average Delay Days for Ameritech Missed Due Dates (For Stand-Alone LNP Orders)
<b>100. Measurement:</b>
Average Time of Out of Service for LNP Conversions
<b>101. Measurement:</b>
Percent Out of Service < 60 minutes
<b>102. Measurement:</b>
Average Time To Clear Errors
<b>103. Measurement:</b>
Percent Accuracy for 911 Database Updates (Facility-Based Providers)
<b>104. Measurement:</b>
Average Time Required to Update 911 Database (Facility Based Providers)
<b>104.1 Measurement:</b>
The Average Time It Takes To Unlock the 911 Record
<b>105. Measurement:</b>
Percentage of Requests Processed Within 35 Days
<b>106. Measurement:</b>
Average Days Required to Process a Request
<b>107. Measurement</b>
Percentage Missed Collocation Due Dates
<b>108. Measurement:</b>
Average Delay Days for Ameritech Missed Due Dates
<b>109. Measurement:</b>
Percent of Requests Processed Within the Established Timelines
<b>110. Measurement:</b>
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs
<b>111. Measurement:</b>
Average Update Interval for DA Database for Facility Based CLECs
<b>112. Measurement:</b>
Percentage DA Database Accuracy For Manual Updates
<b>113. Measurement:</b>
Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention
<b>114. Measurement:</b>
Percentage of Premature Disconnects (Coordinated Cutovers)
<b>114.1 Measurement:</b>
CHC/FDT LNP with Loop Provisioning Interval

<b>115. Measurement:</b>
Percentage of Ameritech Caused Delayed Coordinated Cutovers
<b>115.1 Measurement:</b>
Percent Provisioning Trouble Reports (PTR)
<b>115.2 Measurement:</b>
Mean Time To Restore – Provisioning Trouble Report (PTR)
<b>117. Measurement:</b>
Percent NXXs Loaded and Tested Prior to the LERG Effective Date
<b>118. Measurement:</b>
Average Delay Days for NXX Loading and Testing
<b>119. Measurement:</b>
Mean Time to Repair
<b>120. Measurement:</b>
Percentage of Requests Processed Within 30 Business Days
<b>121. Measurement:</b>
Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days

<b>MI 2 Measurement:</b>
Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date
<b>MI 3 Measurement:</b>
Coordination Conversions Outside of Interval
<b>MI 4 Measurement:</b>
Average Time to Provide a Collocation Arrangement
<b>MI 5 Measurement:</b>
Structure Requests Completed Outside of Interval
<b>MI 9 Measurement:</b>
Percentage Missing FOCs
<b>MI 10 Measurement:</b>
% Time-out Transactions

<b>MI 11 Measurement:</b>
Average Interface Outage Notification
<b>MI 12 Measurement:</b>
Average Time to Clear Service Order Errors
<b>MI 13 Measurement:</b>
Percent Loss Notification Within One Hour of Service Order Completion
<b>MI 14 Measurement:</b>
Percent Completion Notifications Returned Within “X” Hours of Completion of Maintenance Trouble Ticket
<b>MI 15 Measurement:</b>
Change Management

**MI 16 Measurement:**

Percentage Rejected Query Notices

**4. PROCEDURAL SAFEGUARDS AND EXCLUSIONS**

- 4.1 SBC agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SBC and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 4.2 CLEC and SBC will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment.
- 4.3 A comprehensive audit of SBC’s reporting procedures and reportable data will commence within twelve months of the plan being implemented by SBC. Audits will be conducted on at least a biannual basis every twelve months thereafter. The audit will ensure that SBC’s reporting procedures are sound and that the data collection and reporting are timely accurate, and complete. The audit will cover all systems, processes and procedures associated with the production and reporting of performance measurement results. The audit will validate that all systems, methods and procedures for reporting performance measures are consistent with the business rules, method of calculation, reporting structures, disaggregation and measurable standards of the performance measures. The audit process would include conducting interviews with employees around documentation and training especially related to accurate coding of data and not just whether they used or excluded the code in the performance standard being examined.
- 4.4 The cost of these independent audits will be borne by SBC. An independent third party auditor will perform the audit. The relevant state commission, SBC and CLECs having an effective remedy plan would jointly select the third party auditor. The audit process will be open to all parties. Upon completion the annual audit shall be submitted to the relevant state commission and distributed to CLECs.
- 4.5 To the extent that SBC is failing to maintain reliable and reconcilable reporting, consequences will apply until SBC has proven that it has permanently fixed the

problem. If the auditor cannot replicate a metric because of missing data elements or poor change control process for metric change implementation a remedy will be imposed.

- 4.6 In addition to comprehensive audits, CLECs have the right to request mini-audits if individual performance measures/ sub measures during the year. When a CLEC has reason to believe the data collected for a measure is flawed or the reporting criteria for the measure is not being adhered to, it has the right to have a mini-audit performed on the specific measure/sub-measure upon written request. Mini-audits will include all systems, processes and procedures associated with the production and reporting of performance measurement results for the measure/sub-measure. The raw data supporting the performance measurement results will be made available to CLECs upon request. Mini-audits will be conducted by a third party auditor, selected by the same method as the annual performance audit. SBC will pay for fifty percent (50%) of the costs of the mini-audits. The other fifty percent (50%) of the costs will be divided among CLEC(s) requesting the mini-audit unless SBC is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC would pay for the entire cost of the third party auditor. Each mini-audit shall be submitted to the CLEC involved and to the relevant state Commission, as a proprietary document. SBC will provide notification to all CLECs of any mini-audit requested at the time the request for the audit is made.
- 4.7 Finally, a state commission on its own motion may audit SBC’s reporting at any time should it have reason to believe that there is a problem in the reporting of existing standards covered by the last annual audit, or new standards put in place since the last audit. The additional audit could be triggered by requests from the CLEC, another governmental entity, or a recommendation of the last auditor for a follow-up audit.

## 5. xDSL

- 5.1 Service performance measures related to the provision of wholesale xDSL services by the ILEC adopted through the collaborative process or ordered by a state commission that approved this Agreement under Section 252(e) of the Act, including any subsequently commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference. In the event that a state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures for xDSL services, the commission-ordered liquidated damages/remedies shall be incorporated into this Agreement and effective as of the date of the order.

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### Attachment 1: Ameritech – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the Ameritech – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

#### Activity

☐ New ☐ Change

#### Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

#### CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (414) 678-2550 or LSC, 804 N. Milwaukee, Floor 3, Milwaukee, WI 53202

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your Ameritech Account Manager to obtain the additional forms.

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Signed by:

Date:

Print Name:

Title:

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